

EXHIBIT “A”

1 Evan S. Goldstein (#011866)
2 Christi A. Woods (#022770)
3 Hesam Alagha (#026607)
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6 Phoenix, Arizona 85022
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halagha@hgfirm.com
meo@hgfirm.com

7 *Attorneys for Defendant Allstate Fire & Casualty Ins. Co.*

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

9 **IN AND FOR THE COUNTY OF MARICOPA**

10 LINDA COGDILL,

Case No.: CV2017-014110

11 Plaintiff,

12 v.

**ALLSTATE'S NOTICE OF REMOVAL
TO ARIZONA DISTRICT COURT**

13 ALLSTATE FIRE AND CASUALTY
14 INSURANCE COMPANY,

15 Defendants.

16 Defendant Allstate Fire and Casualty Insurance Company, by and through undersigned
17 counsel, hereby gives notice that it has removed this case to the United States District Court,
18 District of Arizona pursuant to 28 U.S.C. §§ 1332, 1441 and 1446. A copy of the Notice of
19 Removal filed in the District Court is attached hereto as Exhibit "A".

20 Dated this 22nd day of November, 2017.

21 HERMAN | GOLDSTEIN

22 By: /s/ Evan S. Goldstein

23 Evan S. Goldstein
24 Christi A. Woods
25 Hesam Alagha
26 1850 East Thunderbird
Phoenix, Arizona 85022
Attorneys for Defendant Allstate

1 ORIGINAL of the foregoing Efiled
2 this 22nd day of November, 2017,
3 with the Clerk of the Superior Court

4 COPY of the foregoing mailed
5 this 22nd day of November, 2017, to:

6 Scott I. Palumbo
7 Palumbo Wolfe & Palumbo, P.C.
8 2800 N. Central Ave., Suite 1400
9 Phoenix, Arizona 85004
Attorneys for Plaintiff

10 By /s/ Diane Arroyo
11 Allstate//BF/Cogdill #2/Pleadings - 3001-1329

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EXHIBIT “B”



TO: Milt Thulin
Allstate Insurance Company
MCO Office, 222 S. Mill Avenue
Tempe, AZ 85281

RE: Process Served in Arizona
FOR: Allstate Fire and Casualty Insurance Company (Domestic State: IL)

**Service of Process
Transmittal**
10/30/2017
CT Log Number 532206616

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: LINDA COGDILL, Pltf. vs. Allstate Fire and Casualty Insurance Company, Dft.

DOCUMENT(S) SERVED: Summons, Complaint, Certificate, Request(s), Interrogatories

COURT/AGENCY: Maricopa County - Superior Court, AZ
Case # CV2017014110

NATURE OF ACTION: Insurance Litigation

ON WHOM PROCESS WAS SERVED: C T Corporation System, Phoenix, AZ

DATE AND HOUR OF SERVICE: By Certified Mail on 10/30/2017 postmarked on 10/27/2017

JURISDICTION SERVED : Arizona

APPEARANCE OR ANSWER DUE: Within 20 days after service, exclusive of the day of service

ATTORNEY(S) / SENDER(S): Scott J. Palumbo
PALUMBO WOLFE & PALUMBO, P.C.
2800 N. Central Ave., Suite 1400
Phoenix, AZ 85004
602-265-5777

ACTION ITEMS: CT has retained the current log, Retain Date: 10/31/2017, Expected Purge Date:
11/05/2017
Image SOP
Email Notification, Milt Thulin Milt.Thulin@allstate.com
Email Notification, Greg Hamblin Greg.Hamblin@allstate.com
Email Notification, Elaine McKinney mmckf@allstate.com
Email Notification, Harry Fields Cdt7y@allstate.com
Email Notification, Lisa Hairston lgi27@allstate.com
Email Notification, Jocelyn Martinez Jocelyn.martinez@allstate.com
Email Notification, Nina Frazier Nina.Frazier@allstate.com

SIGNED: C T Corporation System

Page 1 of 2 / AY

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



TO: Milt Thulin
Allstate Insurance Company
MCO Office, 222 S. Mill Avenue
Tempe, AZ 85281

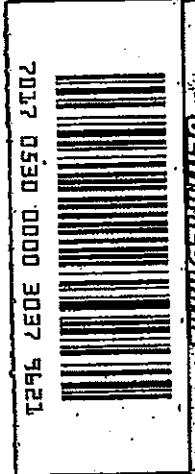
RE: Process Served in Arizona
FOR: Allstate Fire and Casualty Insurance Company (Domestic State: IL)

**Service of Process
Transmittal**
10/30/2017
CT Log Number 532206616

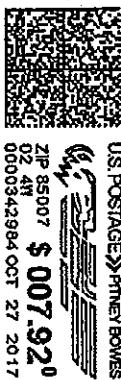
ADDRESS: 3800 N Central Ave Ste 460
Phoenix, AZ 85012-1995
TELEPHONE: 602-248-1145

Page 2 of 2 / AY

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



ALLSTATE FIRE AND CASUALTY INS CO
CT CORPORATION SYSTEM
3800 N. CENTRAL AVE., STE 460
PHOENIX, AZ 85012
CV2017-03410



1 Scott I. Palumbo - State Bar #021271
2 PALUMBO WOLFE & PALUMBO, P.C.
3 2800 N. Central Ave., Suite 1400
4 Phoenix, Arizona 85004
(602) 265-5777
(602) 265-7222 (fax)
5 pwsp@palumbowolfe.com
6 Attorneys for Plaintiff

STATE OF ARIZONA
DEPT. OF INSURANCE

OCT 26 2017

TIME 11:35 AM
SERVICE OF PROCESS

SUPERIOR COURT OF ARIZONA

MARICOPA COUNTY

LINDA COGDILL,

No. CV 2017-014110

Plaintiff,

SUMMONS

v.
ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

If you would like legal advice from a lawyer,
Contact the Lawyer Referral Service at
602-257-4434
or
www.maricopalawyers.org
Sponsored by the
Marlcopa County Bar Association

Defendant.

STATE OF ARIZONA

To Defendant: Allstate Fire and Casualty Insurance Company
c/o Arizona Department of Insurance, Statutory Agent
2901 North 44th Street, Suite 210
Phoenix, Arizona 85018

YOU ARE HEREBY SUMMONED and required to appear and defend, within
the time applicable, in this action in this Court. If served within Arizona, you shall appear and
defend within twenty (20) days after the service of the Summons and Complaint upon you,
exclusive of the day of service. If served out of the State of Arizona -- whether by direct

1 service, by registered or certified mail, or by publication -- you shall appear and defend within
2 thirty (30) days after the service of the Summons and Complaint upon you is complete,
3 exclusive of the day of service. Where process is served upon the Arizona Director of
4 Insurance as an insurer's attorney to receive service of legal process against it in this state, the
5 insurer shall not be required to appear, answer or plead until expiration of forty (40) days after
6 date of such service upon the Director. Service by registered or certified mail without the State
7 of Arizona is complete thirty (30) days after the date of filing the receipt and affidavit of
8 service with the Court. Service by publication is complete thirty (30) days after the date of
9 first publication. Direct service is complete when made. Service upon the Arizona Motor
10 Vehicle Superintendent is complete thirty (30) days after filing the Affidavit of Compliance
11 and return receipt of Officer's Return. RCP 4; A.R.S. §§ 20-222, 28-502, 28-503.
12
13

14 **YOU ARE HEREBY NOTIFIED** that in case of your failure to appear and
15 defend within the time applicable, judgment by default may be rendered against you for the
16 relief demanded in the Complaint.
17
18

19 **YOU ARE CAUTIONED** that in order to appear and defend, you must file an
20 Answer or proper response in writing with the Clerk of this Court, accompanied by the
21 necessary filing fee, within the time required, and you are required to serve a copy of any
22 Answer or response upon the Plaintiff's attorney. RCP 10(D); A.R.S. § 12-311; RCP 5.
23
24

25 Requests for reasonable accommodation for persons with disabilities must be
26 made to the division assigned to the case by parties at least three (3) judicial days in advance of
27 a scheduled court proceeding.
28

1 The name and address of Plaintiff's attorney is:

2 Scott I. Palumbo
3 Palumbo Wolfe & Palumbo, P.C.
4 2800 N. Central Ave., Suite 1400
5 Phoenix, Arizona 85004

6 SIGNED AND SEALED this date: _____

7 Clerk

8 By: _____

9 Deputy Clerk

COPY

OCT 23 2017

MICHAEL K. JEANES, CLERK
V. CANISALES
DEPUTY CLERK

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COPY

OCT 28 2017



MICHAEL K. JEANES, CLERK
V. CANIALES
DEPUTY CLERK

1 Scott I. Palumbo - State Bar #021271
2 PALUMBO WOLFE & PALUMBO, P.C.
3 2800 N. Central Ave., Suite 1400
4 Phoenix, Arizona 85004
(602) 265-5777
(602) 265-7222 (fax)
5 pwsp@palumbowolfe.com

6 Attorneys for Plaintiff

7 SUPERIOR COURT OF ARIZONA

8 MARICOPA COUNTY

9 LINDA COGDILL,

10 Plaintiff,

11 v.

12 ALLSTATE FIRE AND CASUALTY
13 INSURANCE COMPANY,

14 Defendant.

15 No. CV 2017-014110.

16 COMPLAINT

17 (Breach of Contract – Bad Faith)

18 Plaintiff, Linda Cogdill, by and through counsel undersigned, and for her Complaint
19 against the defendant, alleges as follows:

20 1. The plaintiff is a resident of Maricopa County, State of Arizona.

21 2. Defendant Allstate Fire and Casualty Insurance Company ("Allstate") is an
22 insurance company duly licensed to administer insurance in the State of Arizona by the
23 Director of Insurance of the State of Arizona.

24 3. All acts alleged herein arose from an occurrence within Maricopa County, State
25 of Arizona.

1 4. The plaintiff's claims are subject to the jurisdiction of the Superior Court for the
2 State of Arizona and request compensation in amounts above the minimum set for jurisdiction
3 in the Superior Court for the State of Arizona.

5 5. This Court has subject matter jurisdiction and personal jurisdiction over all of the
6 parties.

7 6. The plaintiff paid in full for an Allstate insurance policy, Policy No. 836-077-
8 157.

10 7. In that policy, Allstate promised it will pay damages the plaintiff was legally
11 entitled to recover from the owner or operator of an underinsured motor vehicle because of
12 bodily injury up to \$250,000.

14 8. On or about April 17, 2016, the plaintiff was involved in an automobile collision
15 with an underinsured motorist.

17 9. As a direct and proximate result of that collision, the plaintiff suffered severe and
18 permanent injuries including, but not limited to, nine rib fractures, multiple sacrum fractures,
19 right hand injury, right ankle injury, left knee injury and lung contusions.

21 10. As a direct and proximate result of the collision and the injuries sustained, the
22 plaintiff incurred special damages, including medical bills of at least \$199,639.60.

24 11. As an additional direct and proximate result of the collision and the injuries
25 sustained, the plaintiff incurred general damages arising out of pain, suffering and loss of
26 enjoyment of life. These damages are permanent.

27 12. Subsequent to the collision, the plaintiff made a demand upon the underinsured

1 driver's insurance carrier, GEICO, for payment of the underinsured motorist's bodily injury
2 liability coverage of \$100,000. Pursuant to that demand, on or about August 7, 2017, GEICO
3 paid the plaintiff the underinsured motorist's policy limits of \$100,000.

4
5 13. As this amount was insufficient to fully or fairly compensate the plaintiff for her
6 injuries and damages, the plaintiff, pursuant to the provisions of her Allstate insurance policy,
7 made a demand for underinsured motorist benefits of her Allstate policy.
8

9
10 14. Allstate denied the plaintiff's claim for reasonable compensation for her injuries
11 and damages by offering her only \$250 and claiming that the plaintiff was at fault and had
12 been fully compensated by the \$100,000 paid by GEICO.
13

14 15. In acting in such fashion, Allstate failed to adequately investigate the plaintiff's
claim.
16

17 16. Allstate failed to give equal consideration to the plaintiff's claim.
18

19 17. Allstate, by its unreasonable investigation, by failing to make a good-faith offer
to the plaintiff, and by taking an adversarial position in handling the plaintiff's claims, forced
the plaintiff into litigation.
20

21 18. Allstate intended by its acts to case a *de facto* denial of benefits to the plaintiff.
22

23 19. The plaintiff has still not been fairly compensated for her injuries and damages.
24

BREACH OF CONTRACT

25 20. The foregoing allegations are repeated, realleged and restated as if fully set forth
herein.
26

27 21. Allstate's failure to make a good-faith offer and refusal to issue full payment for
28

1 the plaintiff's damages constitutes a *de facto* denial of coverage.

2 22. Allstate's failure to make a good-faith effort and refusal to issue full payment for
3 the plaintiff's pain and suffering, constitutes a breach of contract.

4 23. As a direct and proximate result of the breach, the plaintiff has incurred direct
5 and consequential damages.

6
7 **BAD FAITH**
8

9 24. The foregoing allegations are repeated, realleged and restated as if fully set forth
10 herein.

11 25. There is inherent in every contract of insurance the covenant of good faith and
12 fair dealing.

13 26. Allstate's failure to adequately investigate, failure to treat the plaintiff's claims
14 with equal consideration, failure to make a good-faith offer, failure to make reasonable efforts
15 to alleviate the necessity of litigation and failure to pay a reasonable amount to the plaintiff is a
16 breach of the covenant of good faith and fair dealing.

17 27. As a direct and proximate result of Allstate's breach of the covenant of good
18 faith and fair dealing, the plaintiff has incurred and/or sustained damages.

19 28. Upon information and belief, Allstate acted with a consistent pattern to
20 undermine the security of its own insurance policies to the detriment of its insured, including
21 the plaintiff, to the extent that it constitutes a conscious disregard of the substantial likelihood
22 that such conduct is likely to cause injury. Such conduct is sufficient to incur a penalty of
23 punitive damages.

1 29. The plaintiff is therefore entitled to punitive damages in an amount sufficient to
2 stop such conduct and deter similar conduct in the future.
3

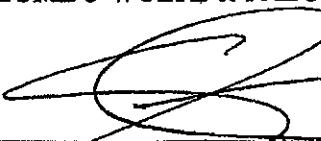
4 WHEREFORE, the plaintiff prays for judgment against Allstate as follows:

5 A. For breach of contract and bad faith;
6 B. For special damages for the plaintiff in an amount to be proven at trial;
7 C. For general damages for the plaintiff in a fair, just and reasonable sum in
8 excess of the minimum jurisdictional limits of this court;
9
10 D. For punitive damages in an amount sufficient to punish the defendant and
11 to deter similar future conduct by the defendant and other similarly situated insurance
12 companies;
13
14 E. For costs incurred;
15 F. For attorneys' fees and taxable costs pursuant to A.R.S. § 12-341.01;
16 G. For pre- and post-judgment interest; and
17 H. For such other further relief as the Court may deem just and proper.

18 DATED this 23rd day of October, 2017.
19
20

21 PALUMBO WOLFE & PALUMBO, P.C.
22

23 By _____
24

25 
26 Scott T. Palumbo
27 2800 N. Central Ave., Suite 1400
28 Phoenix, Arizona 85004
29 Attorneys for Plaintiff

1 ORIGINAL of the foregoing filed
2 this 23rd day of October, 2017, with:

3 Clerk of the Court
4 Maricopa County Superior Court
5 201 W. Jefferson St.
Phoenix, Arizona 85003-2243

6
7 By Susan Hoffman
8
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COPY



OCT 29 2017
MICHAEL K. JEANES, CLERK
V. CANISES
DEPUTY CLERK

1 Scott I. Palumbo - State Bar #021271
2 PALUMBO WOLFE & PALUMBO, P.C.
3 2800 N. Central Ave., Suite 1400
4 Phoenix, Arizona 85004
(602) 265-5777
(602) 265-7222 (fax)
5 pwsp@palumbowolfe.com

6 Attorneys for Plaintiff

7

8

SUPERIOR COURT OF ARIZONA

9

10

MARICOPA COUNTY

11

LINDA COGDILL,

12

Plaintiff,

13

v.

14

ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

15

Defendant.

16

17

The undersigned certifies that he knows the dollar limits and any other limitations set forth by the local rules of practice for the applicable superior court, and further certifies that this case is not subject to compulsory arbitration, as provided by Rules 72 through 76 of the Arizona Rules of Civil Procedure.

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1 DATED this 23 day of October, 2017.

2 PALUMBO WOLFE & PALUMBO, P.C.
3
4

5 By 

6 Scott I. Palumbo
7 2800 N. Central Ave., Suite 1400
Phoenix, Arizona 85004
8 Attorneys for Plaintiff

9 ORIGINAL of the foregoing filed
10 this 23rd day of October, 2017, with:

11 Clerk of the Court
12 Maricopa County Superior Court
13 201 W. Jefferson St.
Phoenix, Arizona 85003-2243

14
15 By Edward Hoffman
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COPY

OCT 23 2017



MICHAEL K. JEANES, CLERK
V. CANISALES
PROBITY CLERK

1 Scott I. Palumbo - State Bar #021271
2 PALUMBO WOLFE & PALUMBO, P.C.
3 2800 N. Central Ave., Suite 1400
4 Phoenix, Arizona 85004
5 (602) 265-5777
6 (602) 265-7222 (fax)
7 pwsp@palumbowolfe.com

8 Attorneys for Plaintiff

SUPERIOR COURT OF ARIZONA

MARICOPA COUNTY

11 LINDA COGDILL,

12 Plaintiff,

13 v.

15 ALLSTATE FIRE AND CASUALTY
16 INSURANCE COMPANY,

17 Defendant.

18 No. CV 2017-014110

PLAINTIFF'S REQUEST
FOR A JURY TRIAL

19 Pursuant to Rule 38, Arizona Rules of Civil Procedure, the plaintiff hereby requests a
20 jury trial in the above-entitled matter.

21 DATED this 23 day of October, 2017.

22
23 PALUMBO WOLFE & PALUMBO, P.C.

24 By _____
25
26 Scott I. Palumbo
27 2800 N. Central Ave., Suite 1400
Phoenix, Arizona 85004
Attorneys for Plaintiff

1
2 ORIGINAL of the foregoing filed
3 this 23rd day of October, 2017, with:

4 Clerk of the Court
5 Maricopa County Superior Court
6 201 W. Jefferson St.
7 Phoenix, Arizona 85003-2243

8 By Susan Hoffman

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cwoods@hgfirm.com
halagha@hgfirm.com
meo@hgfirm.com

7 *Attorneys for Defendant Allstate Fire & Casualty Ins. Co.*

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

9 **IN AND FOR THE COUNTY OF MARICOPA**

10 LINDA COGDILL,

Case No.: CV2017-014110

11 Plaintiff,

12 v.

13 ALLSTATE FIRE AND CASUALTY
14 INSURANCE COMPANY,
Defendants.

ANSWER

15
16 Defendants Allstate Fire and Casualty Insurance Company, for its Answer to the
17 Plaintiff's Complaint, admit, deny and alleges as follows:

18 1. Defendants admit the allegations contained in Paragraph 1 of Plaintiff's
19 Complaint.

20 2. Defendants admit the allegations contained in Paragraph 2 of Plaintiff's
21 Complaint.

22 3. Defendants admit the allegations contained in Paragraph 3 of Plaintiff's
23 Complaint.

24 4. Defendants admit the allegations contained in Paragraph 4 of Plaintiff's
25 Complaint.

26

1 5. Defendants admit the allegations contained in Paragraph 5 of Plaintiff's
2 Complaint.

3 6. Defendants admit the allegations contained in Paragraph 6 of Plaintiff's
4 Complaint.

5 7. Defendants denies as to the allegations contained in Paragraph 7 of
6 Plaintiff's Complaint.

7 8. Defendants admit the allegations contained in Paragraph 8 of Plaintiff's
8 Complaint.

9 9. Defendants are without knowledge and information sufficient to form a
10 belief as to the truthfulness of the allegations contained in Paragraph 9 of Plaintiff's
11 Complaint and therefore denies same.

12 10. Defendants are without knowledge and information sufficient to form a
13 belief as to the truthfulness of the allegations contained in Paragraph 10 of Plaintiff's
14 Complaint and therefore denies same.

15 11. Defendants are without knowledge and information sufficient to form a
16 belief as to the truthfulness of the allegations contained in Paragraph 11 of Plaintiff's
17 Complaint and therefore denies same.

18 12. Defendants are without knowledge and information sufficient to form a
19 belief as to the truthfulness of the allegations contained in Paragraph 12 of Plaintiff's
20 Complaint and therefore denies same.

21 13. Defendants are without knowledge and information sufficient to form a
22 belief as to the truthfulness of the allegations contained in Paragraph 13 of Plaintiff's
23 Complaint and therefore denies same.

24 14. Defendants are without knowledge and information sufficient to form a
25 belief as to the truthfulness of the allegations contained in Paragraph 14 of Plaintiff's
26 Complaint and therefore denies same.

1 15. Defendants denies as to the allegations contained in Paragraph 2 of
2 Plaintiff's Complaint.

3 16. Defendants denies as to the allegations contained in Paragraph 16 of
4 Plaintiff's Complaint

5 17. Defendants denies as to the allegations contained in Paragraph 17 of
6 Plaintiff's Complaint.

7 18. Defendants denies as to the allegations contained in Paragraph 18 of
8 Plaintiff's Complaint.

9 19. Defendants are without knowledge and information sufficient to form a
10 belief as to the truthfulness of the allegations contained in Paragraph 19 of Plaintiff's
11 Complaint and therefore denies same.

12 20. Defendant incorporates by reference all responses to the foregoing
13 allegations as if fully set forth herein.

14 21. Defendants denies as to the allegations contained in Paragraph 21 of
15 Plaintiff's Complaint.

16 22. Defendants denies as to the allegations contained in Paragraph 22 of
17 Plaintiff's Complaint.

18 23. Defendants denies as to the allegations contained in Paragraph 23 of
19 Plaintiff's Complaint.

20 24. Defendant incorporates by reference all responses to the foregoing
21 allegations as if fully set forth herein.

22 25. Defendants admit the allegations contained in Paragraph 25 of Plaintiff's
23 Complaint.

24 26. Defendants denies as to the allegations contained in Paragraph 26 of
25 Plaintiff's Complaint.

26

27. Defendants denies as to the allegations contained in Paragraph 26 of Plaintiff's Complaint.

28. Defendants denies as to the allegations contained in Paragraph 26 of Plaintiff's Complaint.

29. Defendants denies as to the allegations contained in Paragraph 26 of Plaintiff's Complaint.

Defendant further denies each and every allegation alleged in Plaintiff's Complaint not heretofore expressly admitted herein.

9 Defendant denies that it has committed breach of contract, or that its conduct
10 herein arises to a level of bad faith. Defendant further alleges as affirmative defenses
11 appraisal and arbitration are mandated pursuant to the contract and A.R.S. § 12-1501 et
12 seq.

Defendant further alleges as affirmative defenses, accord and satisfaction, waiver, estoppel and failure to mitigate damages and those affirmative defenses set forth in Rule 8, Ariz.R.Civ.P. Defendant also seeks its attorneys' fees and costs incurred herein pursuant to A.R.S. §§ 12-341 and 12-341.01.

17 WHEREFORE, having fully answered Plaintiff's Complaint, Defendant prays
18 that same be dismissed as to Defendant, and that Defendant have and recover its
19 attorneys' fees and costs incurred herein.

20 Dated this 22nd day of November, 2017.

HERMAN | GOLDSTEIN

By: /s/ Evan S. Goldstein

Evan S. Goldstein

Christi A. Woods

Hesam Alagha

1850 East Thunderbird

Phoenix, Arizona 85022

Attorneys for Defendant Allstate

1 ORIGINAL of the foregoing Efiled
2 this 22nd day of November, 2017,
with the Clerk of the Superior Court

3 COPY of the foregoing mailed
4 this 22nd day of November, 2017, to:

5 Scott I. Palumbo
6 PALUMBO WOLFE & PALUMBO, P.C.
7 2800 N. Central Avenue, Suite 1400
Phoenix, Arizona 85004
Attorneys for Plaintiff

8 By /s/ Diane Arroyo
9 Allstate//BF/Cogdill #2/Pleadings - 3001-1329

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Diane Arroyo

From: TurboCourt Customer Service <CustomerService@TurboCourt.com>
Sent: Wednesday, November 22, 2017 10:06 AM
To: Diane Arroyo
Subject: [BULK] E-Filing Status: Form Set # 2417931 Delivered

PLEASE DO NOT REPLY TO THIS EMAIL.

AZTurboCourt Form Set # 2417931 has been DELIVERED to Maricopa County - Superior Court.

You will be notified when your documents have been processed by the court.

You MUST log in and check your filing status online at <http://turbocourt.com/>.

Here are your filing details:

Case Number: CV2017-014110 (Note: If this filing is for case initiation, you will receive a separate notification when the case # is assigned.)

Case Title: Cogdill Vs. Allstate Fire And Casualty Insurance C

Filed By: Diane Arroyo

AZTurboCourt Form Set: #2417931

Keyword/Matter #: 3001-1329 -Cogdill #2

Delivery Date and Time: Nov 22, 2017 10:06 AM MST

Forms:

Summary Sheet (This summary sheet will not be filed with the court. This sheet is for your personal records only.)

Attached Documents:

Answer: Answer

Fees Paid:

First Appearance Filing Fee: \$239.00

Total Filing Fees: \$239.00

Provider Fee: \$ 6.50

Total Amount Paid: \$252.87

If you have questions about your filing, please contact AOC Support Services, phone number 602-452-3519 or 1-800-720-7743, or e-mail pasupport@courts.az.gov. Please have your AZTurboCourt Form Set # available.

To view the link above:

Click on the link OR

1) Highlight the website address "URL" above, then Right Click on highlighted "URL" and select Copy.

2) Open a NEW internet browser window.

3) Right Click inside the address field in the new internet browser window and select Paste.

Thank you for using TurboCourt!

EXHIBIT “C”

1 Evan S. Goldstein (#011866)
2 Christi A. Woods (#022770)
3 Hesam Alagha (#026607)
4 HERMAN | GOLDSTEIN
5 1850 East Thunderbird
Phoenix, Arizona 85022
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egoldstein@hgfirm.com
cwoods@hgfirm.com
halagha@hgfirm.com
meo@hgfirm.com

7 | Attorneys for Defendant Allstate Fire & Casualty Ins. Co.

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Linda Cogdill,

Case No.:

Plaintiff.

**AFFIDAVIT OF
EVAN S. GOLDSTEIN**

Allstate Fire and Casualty Insurance
Company,

Defendants.

I, Evan S. Goldstein, declare under penalty of perjury under the laws of the
United States of America that the following statements are true and correct:

1. I am one of the attorneys of record for Defendant Allstate Fire and
20 Casualty Insurance Company in this case.
21

2 I verify that, to the best of my knowledge and belief, Exhibit B to the
3 Defendant's Notice of Removal contains true and complete copies of all pleadings and
4 other documents of this date, in the case of entitled *LINDA COGDILL, Plaintiff, v.*
5 *ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, Defendants*, Cause No.
6 CV2017-014110, while the case was pending in the Maricopa County Superior Court.

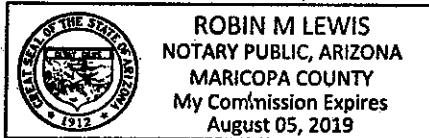
1 Dated this 23 day of November, 2017.

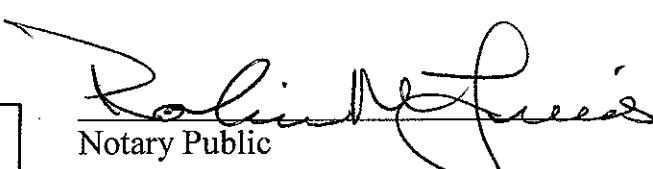
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12 SUBSCRIBED AND SWORN to before me this 23 day of November, 2017,
13 by Evan S. Goldstein.



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19 Notary Public